

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JANUARY 11, 2011 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor McElyea called the meeting to order at 7:00 p.m.

Present:

Mayor:	C. K. "Mac" McElyea
Vice-Mayor:	Anne Castro
Commissioners:	Bob Anton
	Walter Duke
	Bobbie Grace
City Manager:	Robert Baldwin
City Attorney:	Thomas Ansbro
City Clerk:	Louise Stilson

2. Invocation and Pledge of Allegiance

Father Roger Holoubek, St. Maurice Catholic Church, asked for a moment of silence in remembrance of those who were involved in the recent tragedy in Tucson, Arizona, followed by the invocation and Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

- 3.1 Special Event request to add a Vintage Car Show to the previously approved 5th Annual Dania Beach Vintage Motorcycle Show Special Event, to be held January 29, 2011 in the Dania Jai Alai Parking Lot from 10 a.m. to 5 p.m.

Vice-Mayor Castro motioned to approve the addition of the Vintage Car Show to the previously approved Special Event request for the Vintage Motorcycle Show; seconded by Commissioner Grace. The motion carried unanimously.

- 3.2 Special Event request by Third Eye Radio Productions for a Community Unity Day. The event will be held Saturday, February 05, 2011 at 607 E. Dania Beach Boulevard from 12:00 p.m. to 6:00 p.m.

Commissioner Grace motioned to approve the Special Event request for Third Eye Radio Productions' Community Unity Day; seconded by Commissioner Duke. The motion carried.

- 3.3 Special Event request by Clare Vickery for the Dania Beach Arts and Antique Festival to be held January 28-30, 2011, from 1st Avenue and Dania Beach Boulevard to 1st Street

Commissioner Duke questioned how much time and money the City was spending on this event. He thinks this event is geared toward one person and it is not such a great event.

City Manager Baldwin noted they have not requested funds.

Vice-Mayor Castro noted the Arts and Antique Festival benefits the City by attracting visitors to our downtown.

Commissioner Duke motioned to approve the Special Event request for the Dania Beach Arts and Antique Festival; seconded by Commissioner Grace. The motion carried unanimously.

- 3.4 Special Event request for the Martin Luther King Day Celebration on January 17, 2011

Vice-Mayor Castro motioned to approve the Special Event request for the Martin Luther King Day Celebration; seconded by Commissioner Duke. The motion carried unanimously.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Guy Long, 450 SE 7th Street, #203, complimented BSO and members of the Commission for the way they handled the recent burglary at his home.

George Jason, 4549 SW 37th Avenue, invited everyone to attend the Mt. Sinai United Methodist Church 105th Anniversary on January 30, 2011 at 10:00 a.m.

6. Public Safety Reports

Joe Fernandez, Fire Chief, introduced the new City of Dania Beach BSO Fire Chief, Neil De Jesus, and other members of the new team. He commended those who worked hard to make this happen.

Chief Fernandez recognized Jean Wentworth, Driver-Engineer, who has been with the Dania Beach Fire Department for twenty-seven years, for taking the lead in training the new firefighters.

Chief Fernandez noted that a former member of the Dania Beach firefighter family passed away and they will be reaching out to the family. He said that the member was William "Billy" Brooks and he and his family had contributed a lot to the Fire Department. Chief Fernandez advised he will invite the family to attend a future Commission meeting to receive the remembrance.

Donn Peterson, BSO Chief of Police, introduced Sergeant Matthew Wendrow, the deputy responsible for apprehending the criminals involved in the crime referenced under Citizen Comments. He provided a summary of the incident.

Chief Peterson read a letter received from the mother of a victim involved in an armed robbery where she expressed her gratitude and thanked BSO for their actions.

Chief Peterson announced that the Shred-a-Thon and Operation Medicine Cabinet held on Saturday, January 8, was a success.

Vice-Mayor Castro noted another person lost his life on Griffin Road over the holidays. She advised that she contacted the Metropolitan Planning Organization (MPO) and requested financial assistance for a possible crosswalk. Vice-Mayor Castro also asked MPO for a reduction in the speed limit in that neighborhood. She thanked BSO for patrolling that area.

Mayor McElyea recognized Bob Mikes, who requested to speak under Citizen Comments.

Bob Mikes, 601 NW 7th Street, commented the Airport Advisory Board Newsletter will be going out to inform the affected residents of the upcoming Broward County Commission meeting on January 25. The Airport Advisory Board will have a Special Meeting on January 24 at 6:00 p.m., at City Hall, with a presentation by the Aviation Department representatives. He invited everyone to attend this informative meeting.

Mr. Mikes noted that some cities are establishing budget committees to address items that may have political ramifications. He thought it may be a good idea for the City to institute something like that.

7. Consent Agenda

7.1 Minutes:

Approve minutes of December 14, 2010 City Commission/Airport Advisory Board Workshop

Approve minutes of December 14, 2010 City Commission Meeting

Approve minutes of December 21, 2010 Special Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2011-001

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DECLARING A 2000 FORD RANGER TRUCK TO BE OBSOLETE, SURPLUS AND OF NO FURTHER USE TO THE CITY OF DANIA BEACH AND DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE SAME AT THE DIRECTION OF THE CITY MANAGER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Ordinances (Titles read by City Attorney)

7.4 ORDINANCE #2011-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING THAT A PORTION OF SW 6th STREET BE CO-DESIGNATED AS HAROLD A. DAVIS STREET, WHICH PORTION IS LOCATED BETWEEN PHIPPEN-WAITERS ROAD AND SW 12th AVENUE IN THE CITY OF DANIA BEACH, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING)

7.5 ORDINANCE #2011-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING SECTION 18-43 "OPTIONAL FORMS OF BENEFITS", OF THE CITY CODE OF ORDINANCES RELATING TO THE POLICE AND FIREFIGHTERS' PENSION PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING)

Vice-Mayor Castro motioned to adopt the Consent Agenda; seconded by Commissioner Grace. The motion carried on the following 5-0 Roll Call vote:

Commissioner Anton	Yes	Vice-Mayor Castro	Yes
Commissioner Duke	Yes	Mayor McElyea	Yes
Commissioner Grace	Yes		

8. **Bids and Requests for Proposals**

There were no proposals on this agenda.

9. **Public Hearings and Site Plans**

9.1 ORDINANCE #2011-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ARTICLE 115, "INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE" OF THE LAND DEVELOPMENT CODE TO ALLOW OUTDOOR STORAGE OF

PASSENGER VEHICLES, TRAILERS AND TRACTOR-TRAILERS AS A SPECIAL EXCEPTION USE IN THE I-G ZONING DISTRICT AND PROVIDING FOR CONDITIONS OF USE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)

City Attorney Ansbro read the title of Ordinance #2011-001.

Kristin Dion, City Planner, was available to answer questions.

Mayor McElyea opened the Public Hearing.

Gary Brooks, attorney for the applicant, provided a history of the business requesting the zoning change. He explained that they have been in the neighborhood for 11 years, and they are a good neighbor, keeping the property clean and neat. Attorney Brooks pointed out that this company has 13 employees that would lose their jobs if this request is not approved. He noted that the approval of this ordinance would allow them to apply for a special exception in the I-G zoning district with a sunset period of five years. Attorney Brooks further stated that they have agreed to all the conditions established by the City.

Bob Mikes, 601 NW 7th Street, noted there should be another way to achieve the request without opening up a type of zoning that could give us a problem in the future. He asked for the request to be continued until the City Attorney has time to devise another solution. Mr. Mikes remarked that the five feet buffer will not work.

City Attorney Ansbro responded that the Planning and Zoning Board was sympathetic with the applicant. He noted that this was tailored by staff to meet the requirements of the business. City Attorney Ansbro indicated that there have been no complaints from the adjacent neighbors. Lastly, he advised that the applicant would still be required to apply for a special exception use if the zoning is changed.

Mr. Mikes expressed concern with the depreciation of home values if the zoning is changed.

Seeing as there was no one else to speak in favor or opposition, Mayor McElyea closed the Public Hearing.

Vice-Mayor Castro motioned to adopt Ordinance #2011-001, on second reading; seconded by Commissioner Duke.

Vice-Mayor Castro clarified for the record that the approval tonight is just to enable the applicant to apply for a special exception; it does not give them any rights.

Kristin Dion, City Planner, explained the criteria at the request of Commissioner Anton.

The motion carried on the following 5-0 Roll Call vote:

Commissioner Anton	Yes	Vice-Mayor Castro	Yes
Commissioner Duke	Yes	Mayor McElyea	Yes

Commissioner Grace Yes

9.2 ORDINANCE #2011-002

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE FUNDS TO PAY AN AMOUNT EQUAL TO THE CITY'S ANNUAL CONTRIBUTION TO THE TAX INCREMENT FINANCING (TIF) OF THE CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "CRA") FOR THE TERM OF THE CRA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2011-002.

Mayor McElyea opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, he closed the Public Hearing.

Vice-Mayor Castro motioned to adopt Ordinance #2011-002, on second reading; seconded by Commissioner Duke. The motion carried on the following 5-0 Roll Call vote:

Commissioner Anton	Yes	Vice-Mayor Castro	Yes
Commissioner Duke	Yes	Mayor McElyea	Yes
Commissioner Grace	Yes		

10. Discussion and Possible Action

- 10.1 Discussion to change City Commission meeting dates due to the February 8, 2011 Primary Election and March 8, 2011 General Election

The Commission unanimously agreed to change the City Commission meeting date to Wednesday, March 9, 2011.

- 10.2 Request for sponsorship of the 2011 Broward Black Elected Officials Gala on February 27, 2011 at the Seminole Hard Rock Hotel and Casino. (\$1,500.00 for Table Sponsor, plus \$150.00 Gala Ticket) - Commissioner Grace

Commissioner Grace noted they provide scholarships for all children in Broward County, not special groups. She stated that she is happy that she gave up her trip to Denver for this event.

Commissioner Duke noted Commissioner Grace is a good representative of the City. He thought this is a good opportunity to raise scholarship funds for our children.

Mayor McElyea noted that Commissioner Grace could pay the \$150.00 Gala ticket from the \$500.00 expense allowance that all Commissioners receive every month.

Commissioner Grace noted she will do that. She further requested information on a scholarship fund that the City had with Dania Jai Alai.

Commissioner Anton agreed on the expense account. He noted that, during these difficult economic times, he did not see the need for the City to purchase a table for \$1,500.00. Commissioner Anton said that he would rather see the funds go into our community.

Commissioner Duke motioned to approve the request for a \$1,500.00 Table Sponsorship for the 2011 Broward Black Elected Officials Gala; seconded by Commissioner Grace. The motion was defeated on the following 2-3 Roll Call vote:

Commissioner Anton	No	Vice-Mayor Castro	No
Commissioner Duke	Yes	Mayor McElyea	No
Commissioner Grace	Yes		

11. Commission Comments

11.1 Commissioner Anton

Commissioner Anton commented that we lost the lawsuit on the Airport Litigation. He noted that Attorney McAliley requested a Shade Meeting on Tuesday, January 25, prior to the Commission meeting. Commissioner Anton indicated that there will be no additional cost to the City to proceed with our motion for rehearing. He advised that we are still waiting for our court date on the Interlocal Agreement case.

Commissioner Anton asked staff to look into the declining property values in the Airport related areas. He requested a staff person to do an evaluation and bring forward a report.

Commissioner Anton congratulated staff and BSO for making the fire merger go through. He noted he was very pleased to be a part of this process which will benefit everyone.

11.2 Commissioner Duke

Commissioner Duke noted that former State Senator Dave Aronberg was appointed as special counsel to lead an intensive anti-pill mill initiative. He asked City Attorney Ansbro to contact Mr. Aronberg at the law offices of Greenspoon Marder in West Palm Beach.

Commissioner Duke spoke about the recent tragedy in Tucson, Arizona. He noted that it is possible to have opposing views, but civility is about making certain that speech or action is measured accurately against what is at stake.

Commissioner Duke referred to the Airport ruling. He noted we are at a critical point in this negotiation and this is the time for all of us to work together. Commissioner Duke welcomed the Shade Meeting on January 25, 2011.

Commissioner Duke noted that Bilmar Gardens Retirement Home on Federal Highway was finally closed due to the disgusting and uninhabitable conditions in which the elderly lived. He

thanked City staff and Carole Duncanson, our Lobbyist in Tallahassee, for their assistance. Commissioner Duke advised that the owners will not get their business tax license back until the place is clean and in compliance.

11.3 Commissioner Grace

Commissioner Grace spoke about community events in the City.

Commissioner Grace noted she will reach out to other people to get the \$1,500.00 for the Black Elected Officials Gala.

11.4 Vice-Mayor Castro

Vice-Mayor Castro requested a process/policy for sidewalks, lights and traffic calming for the past year. She volunteered to help staff develop what she has been requesting.

Vice-Mayor Castro requested an update on the 5th Avenue traffic calming project.

City Manager Baldwin responded we are getting back on track after the Oasis project.

Vice-Mayor Castro noted that the Dania Beach Library is the most beautiful library building in Broward County. She suggested having a turn over ribbon-cutting ceremony first, where we can bring people in to see that this is the beginning of development in Dania Beach. Vice-Mayor Castro also recommended having a second event for the grand opening where the community is invited. She hopes that staff is preparing the two events and that the Commission will support them.

Vice-Mayor Castro spoke about the Airport issue. She noted she likes Commissioner Anton's idea to try to find the property values as a result of the Airport expansion. Vice-Mayor Castro thought it was time to tell the County that they should consider giving us a TIF for our CRA. She commented that the new County Commissioner comes from a TIF-less city.

Vice-Mayor Castro commented on the recent shooting in Tucson, Arizona. She noted that political campaigns in Dania Beach tend to get dirty and ugly. Vice-Mayor Castro asked all the candidates for the March Election to stop the personal attacks. She remarked that we are a small city and sooner or later we will have to work together.

11.5 Mayor McElyea

Mayor McElyea noted there is a cracked sidewalk in the southeast area that needs repair.

Mayor McElyea noted there is graffiti throughout the City that needs to be removed.

Mayor McElyea talked about the beach clean-up. He commented we have sprinklers that need repair or removal.

Mayor McElyea asked for the status of the Dania Beach Pier and Restaurant issue.

City Attorney Ansbro responded we are getting ready for a jury trial. He noted he will report when the date is set.

12. Appointments

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Baldwin thanked Public Services Director Orlando for the progress on the Oasis project.

City Manager Baldwin noted that BSO is working on the graffiti and the fire merger. He advised that the fire merger transition will not be completed until the end of January.

City Manager Baldwin noted he distributed information on the Legislative package that will be taken to Tallahassee. He requested feedback from the Commission once they have reviewed their packages.

City Manager Baldwin noted it is time to hire a state lobbyist and added that Carole Duncanson has done a good job. He indicated that preparing an RFP to hire a lobbyist may be an extensive task; although it is not always necessary to use this process for a lobbyist.

Commissioner Duke suggested we keep Carole Duncanson this year and do an RFP next year.

It was the consensus of the Commission to keep Carole Duncanson this year.

City Manager Baldwin further noted we should consider hiring a Federal Lobbyist who could specialize in transportation issues.

Colin Donnelly, Assistant City Manager, noted that Congresswoman Debbie Wasserman-Schultz will gladly put our request forward at the next Legislative session. He advised that her office suggested that if we hire a lobbyist it should be for transportation issues.

Discussion followed between the Commission and Assistant City Manager Donnelly regarding the possibility of using Marlowe and Company for transportation issues.

Assistant City Manager Donnelly noted that Marlowe and Company specializes in beach communities/beach re-nourishment.

Vice-Mayor Castro thought we should schedule a Workshop to discuss our Legislative priorities.

City Manager Baldwin advised he will bring more information at the next Commission meeting.

13.2 City Attorney

City Attorney Ansbro noted that the Attorney/Client Session to discuss the Airport litigation will be held on Tuesday, January 25, 2011 at 6:00 p.m.

City Attorney Ansbro advised that the Charter Board ballot questions will be on the March Election ballot. He indicated that the City cannot advertise for these items. City Attorney Ansbro proposed to begin attending the civic association meetings and speak on the issues. He added that the former Charter Review Board members could also attend those meetings and give their factual opinions.

Vice-Mayor Castro noted that the information needs to get to the voters. She suggested posting it on the City's Web Site as well as the Dania Press. Vice-Mayor Castro remarked that there must be an educational opportunity for the voters to be aware of the proposed amendments, other than the Sun Sentinel.

City Manager Baldwin noted he has discussed this matter with staff.

13.3 City Clerk - Reminders

Thursday, January 20, 2011 - 6:00 p.m.

Abatement Hearing

Tuesday, January 25, 2011 - 7:00 p.m.

City Commission Meeting

Wednesday, February 2, 2011 - 6:00 p.m.

CRA Board Meeting

14. Adjournment

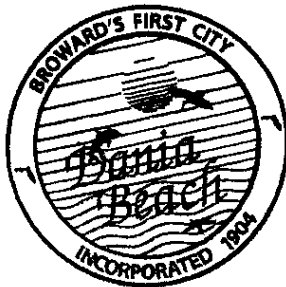
Mayor McElyea adjourned the meeting at 8:43 p.m.

ATTEST:



LOUISE STILSON, CMC
CITY CLERK

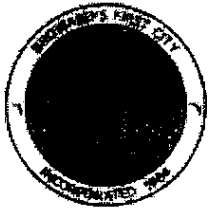
Approved: January 25, 2011



CITY OF DANIA BEACH



C. K. McELYEA
MAYOR-COMMISSIONER



REQUEST TO ADDRESS CITY COMMISSION AT REGULAR OR SPECIAL MEETINGS

The City is required by state law to keep minutes of City Commission meetings. To properly identify persons who address the City Commission in those minutes, the City requests that this form be completed and provided to the City Clerk, before the meeting begins.

DATE OF COMMISSION MEETING: January 11th, 2011

PRINT NAME: Guy Long

ADDRESS: 450 SE 7th St. #203

PHONE NO. (optional): 954-347-8847

PLEASE CHECK ONE OR BOTH OF THE BOXES BELOW:

1) ☒ CITIZEN COMMENTS:

Comments by Dania Beach citizens or interested parties that are not part of the regular printed agenda may be made during each Commission meeting during the period set aside for "Citizen Comments." A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. The citizen comments' period shall begin promptly at 7:30 PM. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk immediately prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine on a meeting by meeting basis whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

PLEASE BRIEFLY DESCRIBE THE SUBJECT MATTER OF YOUR COMMENT:

Complimentary the Commission & BSO for
excellent cooperation and follow up on recent
burglary

2) ☐ PUBLIC HEARINGS - ITEM # (AS PRINTED ON AGENDA)

PLEASE NOTE: IF YOU WISH TO SPEAK ON AN ITEM THAT PERTAINS TO A "ZONING" TYPE OF MATTER (FOR EXAMPLE, A SITE PLAN, VARIANCE, SPECIAL EXCEPTION OR SIMILAR TYPE OF ITEM KNOWN AS A "QUASI-JUDICIAL" MATTER, YOU ARE SUBJECT TO BEING ASKED TO SWEAR OR AFFIRM THAT YOU WILL BE TRUTHFUL AS TO YOUR COMMENTS OR TESTIMONY. YOU MAY ALSO BE SUBJECT TO QUESTIONS ASKED OF YOU BY AN APPLICANT OR AN APPLICANT'S REPRESENTATIVE OR ATTORNEY WHICH RELATE TO THE ITEM.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION REQUIRED - REGISTRATION AS A LOBBYIST IN THE CITY OF DANIA BEACH IS REQUIRED IF ANY PERSON, FIRM OR CORPORATION IS BEING PAID TO LOBBY ANY CITY COMMISSIONER ON ANY MATTER OR ISSUE PURSUANT TO CITY ORDINANCE NO. 01-93. REGISTRATION FORMS AND COPIES OF THE ORDINANCE ARE AVAILABLE IN THE CITY CLERK'S OFFICE AT CITY HALL.



REQUEST TO ADDRESS CITY COMMISSION AT REGULAR OR SPECIAL MEETINGS

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DATE OF COMMISSION MEETING: 1/11, 2011

PRINT NAME: GEORGE JASON

ADDRESS: 4549 SW 37TH AVE

PHONE NO. (optional): 954 987-4347

PLEASE CHECK ONE OR BOTH OF THE BOXES BELOW:

1) ☒ CITIZEN COMMENTS:

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PLEASE BRIEFLY DESCRIBE THE SUBJECT MATTER OF YOUR COMMENT:

AN INVITE TO MT SINAI UNITED METHODIST CHURCH
105TH YEAR ANNIVERSARY & HISTORIC PLAQUE DEDICATION
SUNDAY, JANUARY 30TH, 2011 10AM

2) ☐ PUBLIC HEARINGS - ITEM # (AS PRINTED ON AGENDA)

PLEASE NOTE: IF YOU WISH TO SPEAK ON AN ITEM THAT PERTAINS TO A "ZONING" TYPE OF MATTER (FOR EXAMPLE, A SITE PLAN, VARIANCE, SPECIAL EXCEPTION OR SIMILAR TYPE OF ITEM KNOWN AS A "QUASI-JUDICIAL" MATTER, YOU ARE SUBJECT TO BEING ASKED TO SWEAR OR AFFIRM THAT YOU WILL BE TRUTHFUL AS TO YOUR COMMENTS OR TESTIMONY. YOU MAY ALSO BE SUBJECT TO QUESTIONS ASKED OF YOU BY AN APPLICANT OR AN APPLICANT'S REPRESENTATIVE OR ATTORNEY WHICH RELATE TO THE ITEM.

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#9.1



REQUEST TO ADDRESS CITY COMMISSION AT REGULAR OR SPECIAL MEETINGS

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DATE OF COMMISSION MEETING: Jan 11, 2011

PRINT NAME: BOB Mikes

ADDRESS: 601 NW 7th St.

PHONE NO. (optional): _____

PLEASE CHECK ONE OR BOTH OF THE BOXES BELOW:

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PLEASE BRIEFLY DESCRIBE THE SUBJECT MATTER OF YOUR COMMENT:

2) ☐ ☒ PUBLIC HEARINGS - ITEM # 9.1 (AS PRINTED ON AGENDA)

PLEASE NOTE: IF YOU WISH TO SPEAK ON AN ITEM THAT PERTAINS TO A "ZONING" TYPE OF MATTER (FOR EXAMPLE, A SITE PLAN, VARIANCE, SPECIAL EXCEPTION OR SIMILAR TYPE OF ITEM KNOWN AS A "QUASI-JUDICIAL" MATTER, YOU ARE SUBJECT TO BEING ASKED TO SWEAR OR AFFIRM THAT YOU WILL BE TRUTHFUL AS TO YOUR COMMENTS OR TESTIMONY. YOU MAY ALSO BE SUBJECT TO QUESTIONS ASKED OF YOU BY AN APPLICANT OR AN APPLICANT'S REPRESENTATIVE OR ATTORNEY WHICH RELATE TO THE ITEM.

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NOTICE OF HEARING BEFORE CITY COMMISSION OF
THE CITY OF DANIA BEACH, FLORIDA, REGARDING
ADOPTION OF THE FOLLOWING PROPOSED ORDINANCE:

NOTICE IS GIVEN that on January 11, 2011 at 7.00 p.m. or as soon thereafter as the matter may be heard, the City Commission of the City of Dania Beach, Florida, will conduct a public hearing in the Commission Chamber at Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, to consider the proposed adoption of the following ordinance:

ORDINANCE NO. 2011-002

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE FUNDS TO PAY AN AMOUNT EQUAL TO THE CITY'S ANNUAL CONTRIBUTION TO THE TAX INCREMENT FINANCING (TIF) OF THE CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "CRA") FOR THE TERM OF THE CRA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

A copy of the proposed ordinance is on file in the Office of the City Clerk, City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Any person who decides to appeal any decision made with respect to any matter considered at this hearing will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the American with Disabilities Act, persons needing assistance to participate in any of the proceedings should contact the City Clerk's Office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624 at least 48 hours prior to the meeting.


/s/ Louise Stilson
City Clerk

Run in Sun Sentinel: Thursday, December 30, 2010

13.1

Date: January 11, 2010

To: Mayor C. W. McElyea
Vice Mayor Anne Castro
Commissioner Bob Anton
Commissioner Walter B. Duke III
Commissioner Bobbie Grace

From: Robert Baldwin, City Manager 

Re: Manager's Report – Legislative Package

We had hoped to have you a Legislative Package for this agenda; however, due to some other priorities it was not completed by the agenda deadline. We will have you a package at the next City Commission meeting. Attached you will find a copy of some legislative information for your consideration prior to the next meeting. The Broward League of Cities has not yet released their priorities

In general, we are proposing that the Commission adopt the Florida League of Cities Legislative Action Agenda to pursue as City policy in Tallahassee. Some key legislation for our input include:

- Pension Reform Legislation
- Responsible Tax Reform
- Expenditure/Revenue Issues including Protection of State Shared Revenues
- Protection of State Transportation Funds
- Protection of Home Rule Authority
- Casino Gambling and Tourism Issues
- Marine and Boating Industries Issues including development of Working Waterfronts
- Unfunded Mandates
- Water Supply Funding, Water Quality and Storm Water Retention Strategies
- School Resource Officer Funding
- Protection of Remote Red Light Violation Enforcement
- Growth Management Issues and streamlining to encourage responsible development
- Alternative and Renewable Energy Issues

Additionally, we will be seeking direction from the City Commission on both a federal and a state legislative lobbyist. Because time is of the essence, especially with the State legislative session, we may wish to seek quote from our most recent State legislative lobbyist. Carole Duncanson was helpful during our efforts to bring our Ten-Year Water Supply Plan into compliance. The City of Fort Lauderdale utilized a lengthy RFP process (attached).

The Federal intent not to fund earmarks may also dictate what type of Federal lobbyist we may wish to acquire. In the event that earmarks are allowed, the proposed Federal Appropriation requests, attached for your consideration, will be made to the City's Federal representatives.

FLORIDA LEAGUE OF CITIES

2011

**LEGISLATIVE
ACTION AGENDA**



The Florida League of Cities is the champion of home rule in Florida. Florida's constitution empowers citizens with the right of local self-government, or home rule. Cities are the embodiment of this right. Cities are formed by citizens and are governed by citizens. They administer the local affairs of the community for the special benefit

of the city's residents. The form of government and level of services a city provides are fundamental expressions of home rule. Home rule is why no two cities are alike. Florida's city residents take pride in this diversity and responsibility. Strong home rule powers ensure that government stays close to the people it serves. Intrusion on home rule from the state or federal government undermines the constitutional right of local citizens to govern themselves.



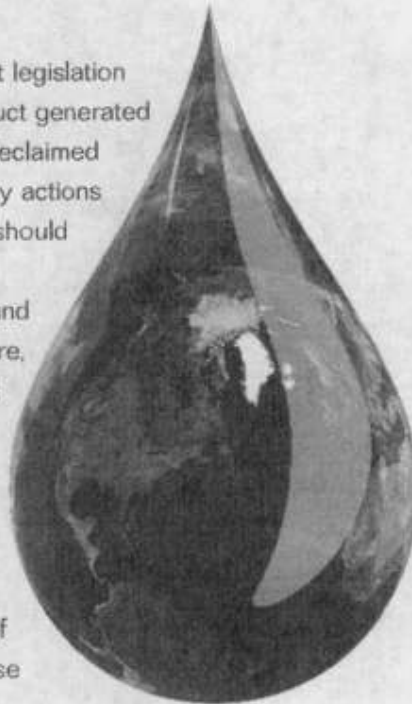
The Florida League of Cities opposes unfunded mandates from any level of government. An unfunded mandate is when one government forces another level of government to take some action that spends or reduces revenue, without providing any resources to offset the impact. Unfunded mandates are the antithesis of government transparency. Mandates conceal the connection between the taxes city residents pay and the services they receive. Unfunded mandates cause local city leaders to be held accountable for decisions made by others who live far away and who are not accountable for the fiscal impact on local taxpayers. The Florida Constitution prohibits unfunded mandates from state government except under certain conditions. This provision was added to the constitution in 1990 after Floridians became fed up with being forced to pay for state programs with local tax dollars. Yet in spite of the clear preference of Florida's residents, unfunded mandates have continued with increasing frequency.

2011 Florida League of Cities Legislative Action Agenda

RECLAIMED WATER

LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation clarifying that reclaimed water is a product generated by a utility treatment process. As such, reclaimed water should not be subject to regulatory actions by the water management districts, but should remain available for use as an integral element of a utility's water supply plan and permitted discharge strategy. Furthermore, the Florida League of Cities will support legislation which provides that any quantities of water made available by the use and/or generation of reclaimed water should be allocated to the reclaimed water provider, and which supports the home rule powers of a municipality to create "mandatory reuse zones" within its jurisdiction.



ALTERNATIVE AND RENEWABLE ENERGY

LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation that incentivizes the development and implementation of a meaningful statewide renewable and alternative energy policy and that encourages the development of new technologies to help create jobs and industries in Florida. Such energy policy shall include a renewable energy minimum standard and should provide tax incentives for the use of renewable energy sources, enhance competitive procurement by public entities of all renewable energy supplies, and ensure the ability of Florida municipalities to obtain

and use renewable energy. The policy should also encourage mass transit, transit-oriented development policies and other transportation-related energy-efficiency practices; and provide technical assistance and funding sources for local governments to assist in the development and implementation of state energy policies including public education programs, sustainable building, contaminant emission reduction strategies, and other policies as part of a comprehensive sustainable statewide energy policy.

REVENUE AND EXPENDITURE CAPS

LEGISLATIVE PRIORITY

The Florida League of Cities opposes state-mandated revenue or expenditure caps. State-mandated caps usurp the home rule powers of municipal residents to self-determine the form of their government and their desired level of service. A cap would be unworkable for any level of government in Florida, unless such proposal, at a minimum:

1. Applies to either revenues or expenditures, but not both;
2. Includes a "time-out" provision in case it becomes necessary to suspend the cap proposal due to unusual economic circumstances; and
3. Reflects the true level of inflation incurred by Florida governments in providing services.



Further, if the Legislature chooses to reject home rule and instead mandate caps on local governments, any such proposal should, at a minimum:

1. Exclude any resources committed to complying with a mandate imposed by another level of government;
2. Apply equally to the state and all types of local government; and
3. Exempt the following revenue sources:
 - Proprietary, special revenue and fiduciary funds;
 - State and federal funds, such as grants, which are not controllable;
 - Referendum revenues;
 - One-time revenues including but not limited to donations, sales of property, settlement of disputes, insurance proceeds, etc.;
 - Revenues not subject to the control of the receiving government;
 - Revenues committed to the repayment of debt;
 - Franchise fees, rental fees, impact fees, permit fees and other contractual revenues for which a direct service is provided in exchange;
 - Revenues from voluntary recreational fees or similar entertainment-related fees;
 - Revenues received in response to a catastrophic event; and
 - Revenues related to defensive litigation, workers' compensation claims or other risk-management activities, which are not controllable.

MUNICIPAL POLICE OFFICER AND FIREFIGHTER PENSION PLANS

LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation that provides comprehensive municipal firefighter and police officer pension reform. Pension mandates directly conflict with the Legislature's desire to limit government spending. Any comprehensive pension-reform package should, at a minimum, address the following:

- Require that determinations of average final compensation in defined-benefit pension plans include salary only, and do not include pay for overtime, unused leave time or any other additional payments;
- Allow recipients (cities and special districts) of insurance premium tax revenues under Chapters 175 or 185, Florida Statutes, to use these funds to pay for the costs of current plans and to lower required plan contributions from the plan sponsor;
- Allow cities to convert firefighter and police officer defined-benefit pension plans operating under Chapters 175 or 185, Florida Statutes, to the Florida Retirement System (FRS) or another type of plan without losing insurance premium tax revenues;
- Allow cities desiring to place their public safety officers into the Special Risk Class of the FRS the opportunity to purchase past credit service at an up to 3 percent annual accrual rate rather than the current up to 2 percent;
- Allow deviation from state requirements if agreed to by the employees or their union;
- Restrain the Florida Division of Retirement's non-rule-based administrative activities and restrict the division's broad interpretations of the provisions in Chapters 112, 175 and 185, Florida Statutes, that result in increased costs to pension plan sponsors;
- Change the governance structure of pension boards of trustees to move away from having plan participants serve on the boards; and
- Provide flexibility to local governments in the FRS by allowing them to either retain a standard defined-benefit plan, or at the employer's option move to a different retirement plan, such as a hybrid or modified "defined-benefit/defined-contribution" plan.

GROWTH MANAGEMENT

LEGISLATIVE PRIORITY

The Florida League of Cities supports legislation that:

- Defines a role for the Florida Department of Community Affairs or its equivalent to provide local governments technical assistance while limiting regulatory powers to only those issues requiring interregional coordination;
- Streamlines growth management processes, including reporting requirements, particularly for fiscally constrained or built-out municipalities; and
- Acknowledges municipal home rule powers in the local application of the pending ordinance doctrine as established by the courts.



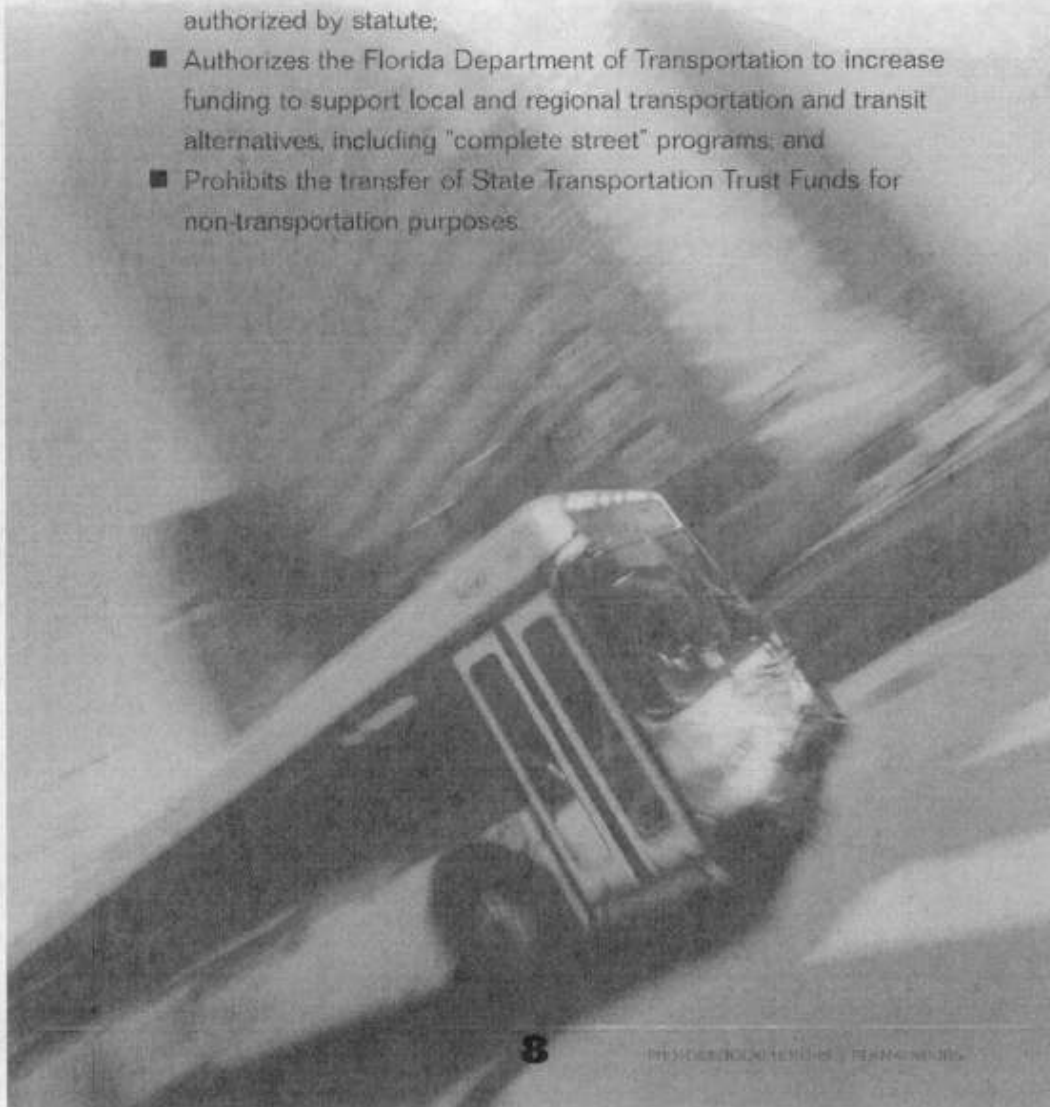
PHOTO © GETTY IMAGES/CHRISTIAN BAUTZ

TRANSPORTATION

LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation that provides proportionate, dedicated and recurring revenue sources for multi-modal municipal and regional transportation projects to ensure that local conditions and needs are addressed. The League will support legislation that:

- Alters the current taxing authority for the 2nd local option gas tax (ELMS Nickel) to authorize cities to levy – by referendum – up to 2 cents of the existing 5-cent local option gas tax authorized by statute;
- Authorizes the Florida Department of Transportation to increase funding to support local and regional transportation and transit alternatives, including "complete street" programs; and
- Prohibits the transfer of State Transportation Trust Funds for non-transportation purposes.



UNFUNDED MANDATES

LEGISLATIVE PRIORITY

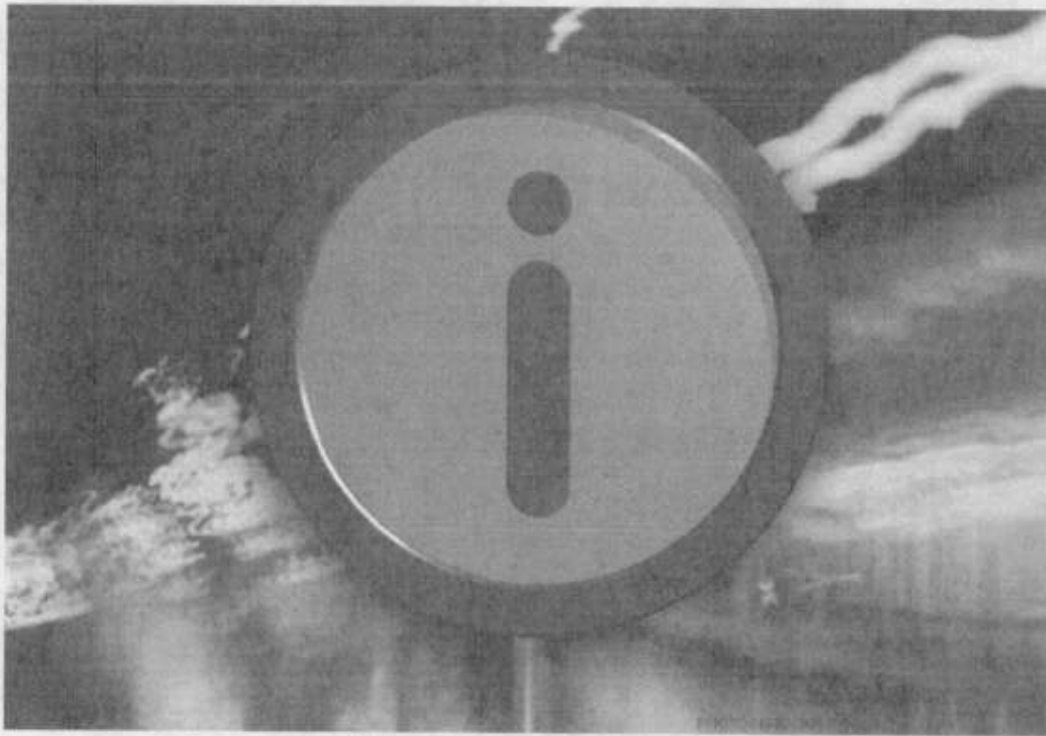
The Florida League of Cities will support legislation that strengthens the prohibition on existing and new unfunded mandates, requires enhanced staff analyses of quantification of the costs to cities, and ensures full state funding sources be assigned whenever unfunded mandates are identified.

ECONOMIC DEVELOPMENT

LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation that strengthens Florida's economy through the creation of jobs. Such legislation should:

- Enact an urban economic development policy for the State of Florida;
- Attract businesses for relocation and/or expansion in Florida's urban settings by enacting measures that will promote Florida as a nationally recognized leader in favorable business tax climates;
- Preserve and promote affordable or workforce housing and appropriate all housing trust fund monies to existing housing programs and remove the cap on distributions into the Sadowski Trust Fund;
- Fund urban public infrastructure projects through various means, such as the leveraging of private investments through state tax credits;
- Establish public/private partnerships to promote redevelopment and encourage infill development, preservation and reuse in Florida's cities;
- Create a highly skilled workforce by investing in educational initiatives that reflect the needs of existing and emerging business markets; and
- Solicit additional federal tax credits for environmentally sustainable and affordable housing and local government infrastructure.



EFFECTIVE PUBLIC NOTICE

LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation authorizing municipalities to provide effective public notice and advertising for various matters, not to include ad valorem taxation millage setting, by means other than newspapers. Effective public notice may include, but is not limited to, direct mailings, physical posting of property, Internet posting, free publications, government-access television channels and other suitable alternatives.

SUBSIDIZED INSURANCE COVERAGE FOR RETIREES

LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation that removes statutory requirements for cities and other public employers to offer subsidized health, hospitalization and other insurance coverages for retirees.

2011 Key Dates



January

- 11-13** House/Senate Interim Committee Week
- 25-27** House/Senate Interim Committee Week

February

- 7-10** Florida League of Cities Federal Action Strike Team (FAST) Fly-In – Washington, D.C.
- 8-10** House/Senate Interim Committee Week
- 15-17** House/Senate Interim Committee Week
- 22-24** House/Senate Interim Committee Week

March

- 8** Opening Day of the 2011 Regular Legislative Session
- 13-17** National League of Cities Congressional City Conference, Washington, D.C.
- 22** Florida League of Cities Legislative Action Day – Tallahassee-Leon County Civic Center, Tallahassee

May

- 6** Last Day of 2011 Regular Legislative Session

August

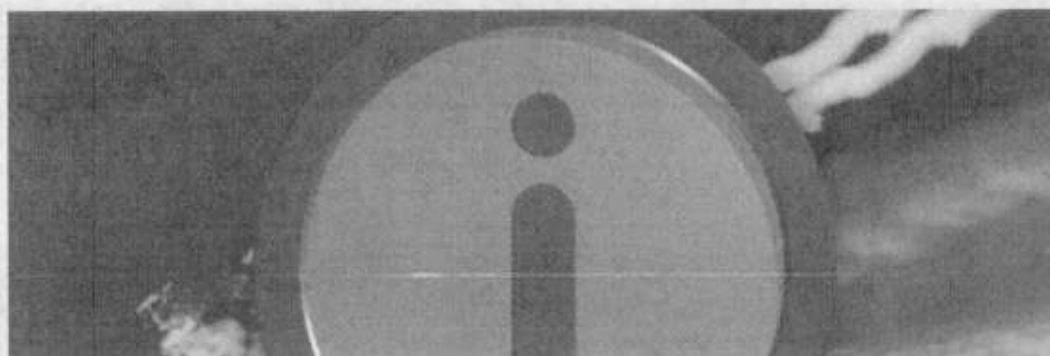
- 11-13** Florida League of Cities Annual Conference – Orlando World Center Marriott

November

- 17-18** Florida League of Cities Legislative Conference – Hyatt Regency Orlando International Airport Hotel

December

- 8-12** National League of Cities Annual Congress of Cities and Exposition, Phoenix, Az.



2011 Florida League of Cities Lobbying Team



Rebecca O'Hara
Director

Legislative Affairs and Communication Department
E-mail: rohara@flcities.com
All State Issues
Public Affairs and Communication



John Thomas
Director

Policy and Political Affairs Department
E-mail: jthomas@flcities.com
Federal Issues
Policy and Political Affairs



Kraig Conn
Deputy General Counsel and Legislative Counsel

Legal Department
E-mail: kconn@flcities.com
Billboards
Finance & Taxation
Constitutional Issues
Elections
Employee Relations
Ethics
Insurance Premium Tax
Insurance
Retirement/Pension Issues
Telecommunications
Workers' Compensation



Casey Cook
Legislative Advocate

Legislative Affairs and Communication Department
E-mail: ccook@flcities.com
Growth Management
Property Rights
Impact Fees
Public Safety
Building Code/Construction
Transportation
Highway Safety
Rights of Way



Scott Dudley

Associate Director, Legislative Affairs

Legislative Affairs and Communication Department

E-mail: sdudley@flcities.com

Environmental

Energy

Hazardous Materials

General Utilities/Fees

Solid Waste

Stormwater

Water Quality/Wastewater

Water Supply/Policy



Kenneth Pratt

Legislative Advocate

Legislative Affairs and Communication Department

E-mail: kpratt@flcities.com

Community Redevelopment

Economic Development

Emergency Management

Eminent Domain

Homeland Security

Housing

Special Districts

Public Meetings and Public Records

Purchasing

Quasi Judicial/Public Access

Ordinance/Code Enforcement

Annexation

Charter Counties



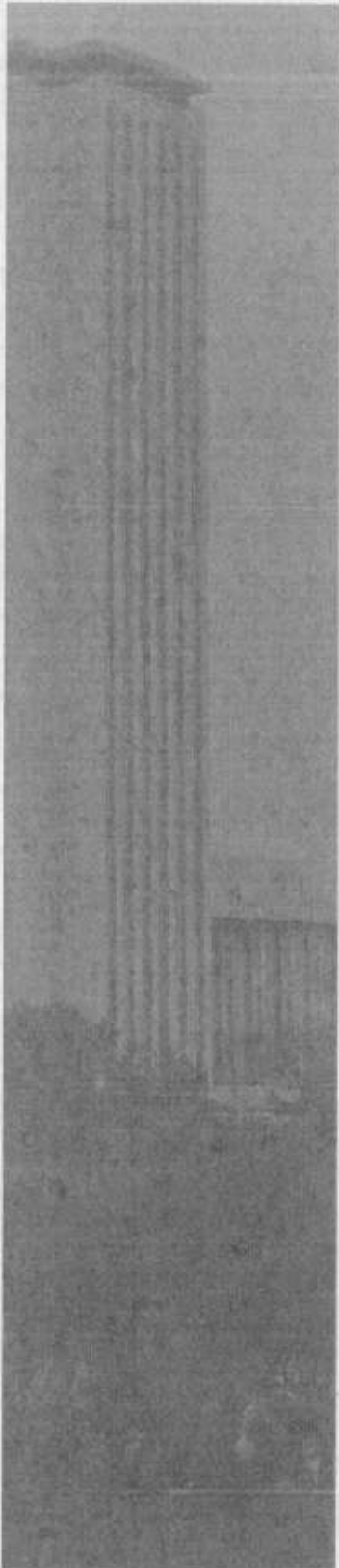
Rose Hall

Administrative Assistant

Legislative Affairs and Communication Department

E-mail: rhall@flcities.com

General Legislative Questions



This brochure reflects the priorities of 410 municipalities, as prepared by the five legislative policy committees and adopted by the full membership at the Florida League of Cities 50th Annual Legislative Conference on November 19, 2010, in Orlando.

2010-2011 Officers

President

Mayor Joy Cooper, Hallandale Beach

First Vice President

Mayor Patricia Bates, Altamonte Springs

Second Vice President

Mayor Manny Maroño, Sweetwater

The Florida League of Cities, Inc., formed in 1922, represents the municipalities of Florida. Its mission is to concentrate the influence of all city, town and village officials upon other policymaking bodies for the purpose of shaping legislation and public policy, sharing the advantages of cooperative action, and exchanging ideas and experiences.

For more information on the League's legislative initiatives, please contact:

Florida League of Cities

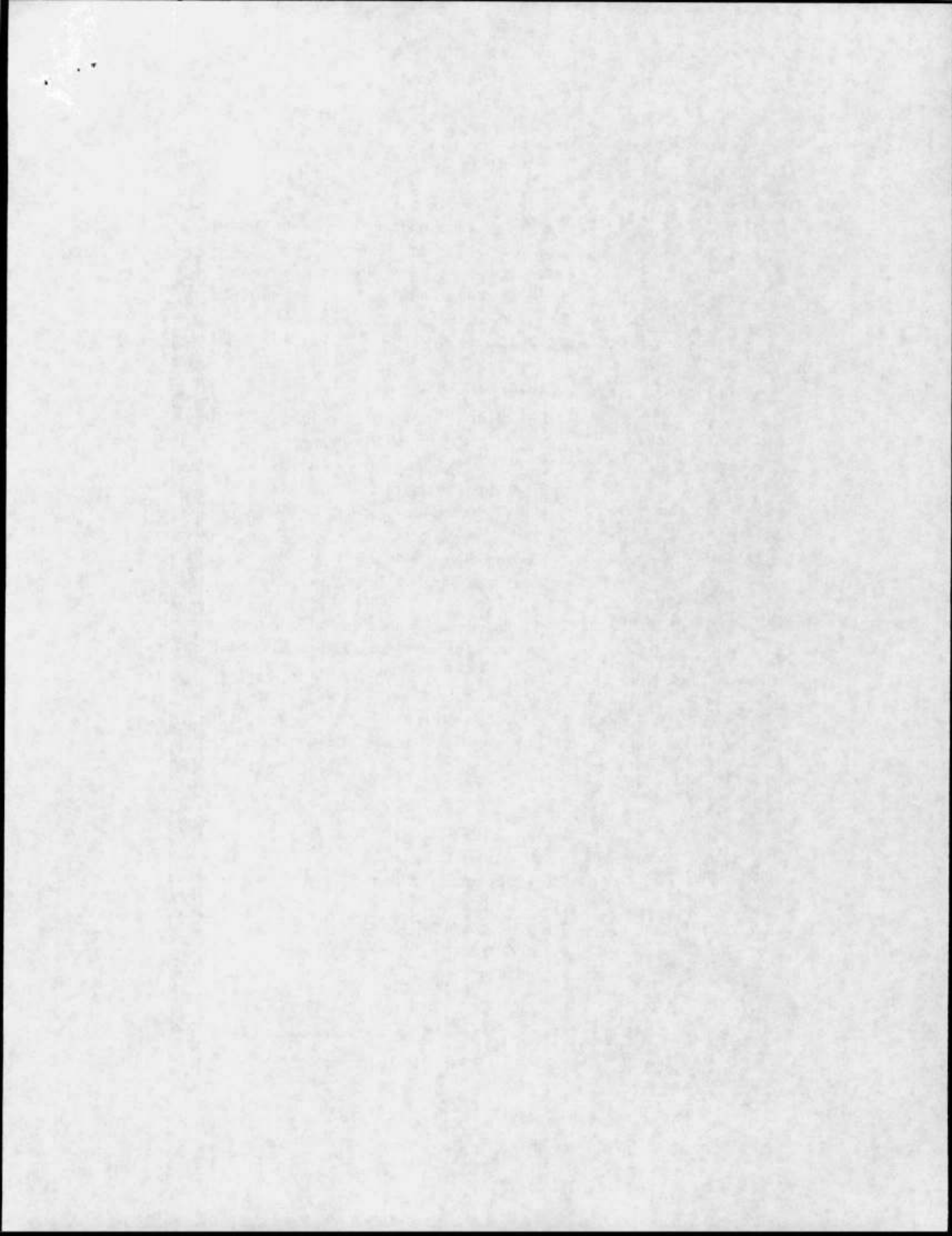
P.O. Box 1757

Tallahassee, FL 32302-1757

Phone: (850) 222-9684

Fax: (850) 222-3806

Visit the League's Web site at www.flcities.com.





CITY OF FORT LAUDERDALE

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ecohen - City of Fort Lauderdale

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Awarded Bid #195-10353 - State Legislative Lobbyist Services

[Send PreAward Notification](#) | [Weighted](#) | [All Bids Entered](#)

DESCRIPTION

1 - State Legislative Lobbyist Services

Awarded	Supplier	Qualifications	Unit Price	Qty	Price	Attch.	Docs	Offer	Notes	My Notes
	Ericks Consultants, Inc.		\$36,000.00	1	\$36,000.00					
	Gomez Barker Associates, Inc.		\$45,000.00	1	\$45,000.00					
✓	Blosser & Sayfie		\$47,999.00	1	\$47,999.00					
	Colodny, Fass, Talenfeld, Karlinsky & Abate		\$50,000.00	1	\$50,000.00					
	Ronald L. Book, P.A.		\$50,000.00	1	\$50,000.00					
	Lewis, Longman & Walker		\$55,000.00	1	\$55,000.00					
	PENNINGTON, MOORE, WILKINSON, BELL & DUNBAR PA		\$55,000.00	1	\$55,000.00					
	Floridian Partners		\$85,000.00	1	\$85,000.00					

Supplier Notifications

Agency Invited 545

No Bid Count 0

PREAWARD NOTIFICATION ATTACHMENT

[RFP Cost Ranking 10353.xls \[download\] \[PDF\]](#)[RFP 10353 EVALUATION COMMITTEE SCORE TAB - FINAL.xls \[download\] \[PDF\]](#)

All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor

Solicitation 195-10353

State Legislative Lobbyist Services



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 195-10353 State Legislative Lobbyist Services

Bid Number **195-10353**
Bid Title **State Legislative Lobbyist Services**

Bid Start Date **Dec 4, 2009 4:03:43 PM EST**
Bid End Date **Feb 1, 2010 2:00:00 PM EST**
Question &
Answer End **Jan 13, 2010 2:00:00 PM EST**
Date

Bid Contact **Michael F Walker**
Procurement & Contracts Manager
Procurement
954-828-5677
mwalker@fortlauderdale.gov

Changes made on Dec 21, 2009 4:26:30 PM EST

New Documents **RFP 10353 Addendum No. 1 Dated 122109.doc**

Previous End Date **Dec 30, 2009 2:00:00 PM EST** New End Date **Feb 1, 2010 2:00:00 PM EST**

Previous Q & A End Date **Dec 18, 2009 2:00:00 PM EST** New Q & A End Date **Jan 13, 2010 2:00:00 PM EST**

Changes were made to the following items:

State Legislative Lobbyist Services

Changes made on Dec 22, 2009 2:27:27 PM EST

New Documents **RFP 10353 State Legislative Lobbyist Services 2-Revised.doc**
RFP 10353 Addendum No. 2 Dated 122209.doc

Removed Documents **RFP 10353 State Legislative Lobbyist Services 2-Revised.doc**

Changes were made to the following items:

State Legislative Lobbyist Services

Changes made on Jan 22, 2010 2:47:05 PM EST

New Documents **RFP 10353 Addendum No. 3 Dated 012210.doc**

Changes were made to the following items:

State Legislative Lobbyist Services

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide State of Florida Legislative Lobbyist Services for the City. These services shall include, representing and advocating for the City's positions on issues considered by the Governor, administrative agencies, State Legislature and their committees. The City has historically awarded a contract to more than one Contractor; however may choose to award a contract to one or more than one Contractor, as what's in the best interest of the City.

Added on Dec 21, 2009:

See Attached Addendum No. 1 dated 12/21/09, which changes the RFP schedule dates, including the last date for questions to 01/13/10 and the bid opening date to 02/01/10. Please attach this addendum with your RFP response.

Added on Dec 22, 2009:

Addendum No. 2 dated 12/22/09, adding General Coniditons to this RFP document, which were missed in the document when originally released, and are now made part of RFP document and contract. Please return Addendm no. 2, dated 12/22/09, with your RFP proposal

Added on Jan 22, 2010:

See Addendum No. 3 dated January 22, 2010 attached, which changes the language in PART IV - SPECIAL CONDITIONS, Item 19 Subcontractors. The new language will allow subcontractors as stated in the Addendum.

Changes made on Dec 21, 2009 4:26:30 PM EST

Changes made on Dec 22, 2009 2:27:27 PM EST

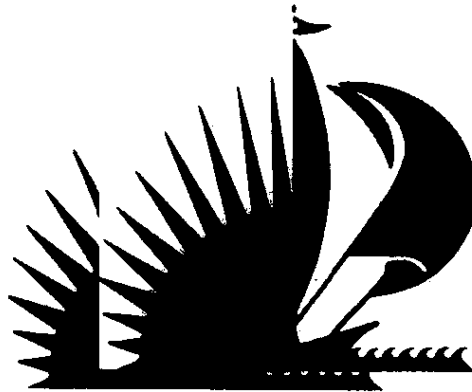
Changes made on Jan 22, 2010 2:47:05 PM EST

Request for Proposal

195-10353

State Legislative Lobbyist Services

**Opens: December 30, 2009
2:00 p.m. EDT**



City of Fort Lauderdale

***Issued for City Manager's Office
by the Procurement Services Department***

**Michael F. Walker, CPPB, A.P.P., FCPM, FCPA, FCCN
(954) 828-5677**

E-mail: mwalker@fortlauderdale.gov

Visit us on the web at www.fortlauderdale.gov/purchasing

(954) 828-5140

Request for Proposal 195-10353

State Legislative Lobbyist Services

PART I INTRODUCTION/INFORMATION**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide State of Florida Legislative Lobbyist Services for the City. These services shall include, representing and advocating for the City's positions on issues considered by the Governor, administrative agencies, State Legislature and their committees. The City has historically awarded a contract to more than one Contractor; however may choose to award a contract to one or more than one Contractor, as what's in the best interest of the City.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by Bid Sync at www.bidsync.com

Contact for clarification purposes only may be addressed to Michael Walker, Procurement and Contracts Manager at 954-828-5677 or mwalker@fortlauderdale.gov. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of Bid Sync Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. Questions of a material nature must be received prior to the cut-off date specified in the RFP schedule.

CONTRACTORS PLEASE NOTE: No part of your proposal can be submitted via FAX or e-mailed. The entire proposal must be submitted in accordance with the Instructions to proposers contained in this RFP.

03. QUALIFICATIONS AND EXPERIENCE

To be eligible to respond to this RFP, the Proposer(s) must demonstrate that they, or the principals assigned to the project, have successfully performed the services in the Scope of Services section of this RFP.

At a minimum, qualification submittals should include:

a. A list of three (3) public sector clients for whom you have performed these services, and have significant accomplishments in the areas of legislation and appropriations **within the past five (5) years. Please also list relevant private sector clients.** Include Agency, contact name, address, email address, telephone and fax numbers;

b. A history of your organization, including a current organization chart (if applicable), and any other appropriate descriptive information, which will be helpful in our evaluation of your qualifications and experience. Include the number of years you have provided state or federal

lobbying services, and provide a list of contracts to include a brief scope of services, fees charged and name of staff member who managed the contract;

c. Identify the principal(s), "team" members and their individual roles in the City's contract, including how many years each member has been lobbying at the state or federal level.

04. TRANSACTION FEES:

The City of Fort Lauderdale uses Bid Sync (www.bidsync.com) to distribute bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.bidsync.com for further information.

05. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process requiring City Commission action, may be found at

http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm.

Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

06. INTERPRETATION OF BIDDING DOCUMENTS

Only the interpretation or correction so given by the Director of Procurement Services, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective contractors are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

07. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

PART II - RFP SCHEDULE

Release RFP	12/04/09
Last Date for Receipt of Questions of a Material Nature (by 2:00pm)	12/18/09
Addendum Release (If required)	12/21/09
PROPOSAL DUE (Prior to 2:00 PM EDT)	12/30/09
Evaluation Committee Review of Proposals, short-Listing or award of proposers. (estimated date)	01/07/10
Final Ranking and oral Interviews of proposers, if required (estimated date)	01/21/10
Anticipated City Commission Award (estimated date)	2/16/10

/

PART III - SCOPE OF SERVICES

01. BACKGROUND:

The City of Fort Lauderdale is governed by a five (5) member Commission. The Mayor is elected at-large, and each of the four (4) Commissioners is elected by district. All members of the Commission are elected to three (3) year terms. The City operates under a Commission-Manager form of government, with the administrative responsibilities vested with the City Manager. The City Commission appoints the City Manager, City Attorney, City Auditor, and the City Clerk.

Fort Lauderdale is the seventh (7th) largest city in the State of Florida and the largest municipality in Broward County. It also serves as the County seat for Broward County. The City has approximately 161,000 full time residents. An estimated six million (6,000,000) tourists are annually attracted to the hotels, beaches, convention center, restaurants, marine facilities, and other major attractions within the City.

The City currently contracts for State Legislative Lobbying services at an annual cost of \$55,000. The annual cost includes all costs to the City, including any travel. This fee includes all regular and special legislative sessions, and all expenses. The current lobbyist meets with the City Commission approximately four (4) times per year. City Staff is in weekly, often daily during session, contact with the contractor.

02. GENERAL INFORMATION/OBJECTIVE:

The City of Fort Lauderdale seeks to retain the services of a legislative consultant(s) for matters in which the City may need professional services before the Florida Legislature, State of Florida administrative agencies, the Florida Governor and Cabinet, et al. Such services shall include attending state legislative committee hearings and meetings, rule making proceedings or other administrative or legislative agency meetings.

The contract services shall include, but not necessarily be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The successful Contractor shall agree to be available at all times upon reasonable request to meet with the City Commission, City staff, and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, and agencies of State government, at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members, or state agencies on matters under the scope of this Request for Proposal (RFP). It is expected that the successful Contractor will review and understand the Agendas of the House and Senate leaders in order to assist the City to strategically seek funds and policy change.

Although legal opinions are not required as a part of the Contractor responsibilities, the City will expect the Contractor to understand applicable laws and proposals under consideration by the Governor, administrative agencies or the Legislators or their committees, and the Contractor shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The Contractor is also expected to monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule challenges in the Division of Administrative Hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The Contractor would also be expected to report the outcome of such meetings. Contractor should be prepared to lobby committee members prior to and at these meetings, to accomplish the City's desired positions.

There are no pre-set number of City meetings, or meetings of governmental agencies that the Contractor may be expected to attend or with which to interact. This will be mutually determined between the City and the Contractor following award, and/or as determined to be needed during the contract term.

03. PROFESSIONAL SERVICES REQUIRED:

- a. Develop an overall strategy with staff to ensure issues of concern to the City are addressed to the City's satisfaction.
- b. Devise an overall funding strategy in light of shrinking opportunities.
- c. Identify relevant funding opportunities that may arise for which the City may qualify to apply; assist staff in submitting grant requests.
- d. Work with the Florida delegation to ensure their understanding and support of projects for which the City is seeking assistance.
- e. Draft letters to the members regarding issues of interest and concern to the City, thank you letters to staff after meetings or letters of appreciation.
- f. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters. Provide legal and legislative expertise and consulting services.
- g. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City and make recommendations on policy.
- h. Assist the City Commission and City staff in the coordination and development of the City's legislative program and appropriation requests.
- i. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as other that may arise that affect the City.
- j. Work with the City Commission, staff, and the Broward County Legislative Delegation to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.
- k. Develop and implement strategy for the support, opposition, or amendment of pending legislation by tracking bills regularly.

l. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings and meetings of the Broward County Legislative Delegation.

m. Appear and testify before state agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative program.

n. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Contractor is not expected to prepare permit or grant applications.

o. Upon request, coordinate appointments/meetings between the City Commission or other City staff, and appropriate state officials and legislators.

03.01 DELIVERABLES

1. Required reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly. A written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that City administrators or elected officials may implement.

2. A written report that summarizes the status of the City's legislative priorities shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

3. Provide periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

04. RESPONSIBILITIES OF THE CONTRACTOR:

a. The Contractor shall perform the scope of services, as contained in the RFP specifications. This list of services shall not be deemed to be all-inclusive, and may be changed from time to time as authorized by the City Commission.

b. All correspondence shall be directed through the City Manager, or designee.

05. RESPONSIBILITIES OF THE CITY:

The City shall designate the City Manager as the "lead" staff person to coordinate with the Contractor; however, other individuals may be designated by the City Manager from time to time.

- a. The City shall have appropriate staff available as may be required to discuss issues with the Contractor, particularly during the legislative session.
- b. The City shall use its best efforts to cooperate with the Contractor in providing the information and documentation necessary in the performance of the Legislative consulting services under this contract.

06. FEE COMPENSATION/EXPENSES:

The proposed fee(s) shall detail all costs: i.e. travel, and related incidental out-of-pocket expenses, if applicable. Contractor shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e. local telephone services, copies, mail or postage services) that would reasonably be deemed the Contractor's overhead expense. Contractor will be reimbursed on a monthly basis as a flat fee, inclusive of all expenses.

Hourly fees for proposed "team" members, expense reimbursement, and related additional costs should be included for information purposes only, and may be used to form a basis for any subsequent negotiations for additional services, outside the base services contained in the RFP, if applicable.

6.1. Cost Proposal: **The City requests Proposer(s) to offer their fee to the City as a firm, fixed annual fee, which includes all expenses including travel for the services outlined in the RFP, to be billed monthly.**

07. CONFLICT OF INTEREST:

In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the Contractor shall **immediately** notify the City Manager, or designee, in writing, of such conflict. Written notice may be in the form of fax or e-mail notification. **Such conflict is defined as any client represented by the firm.** In the event the City becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the City Manager, or designee, shall promptly notify the Contractor of such conflict. The City and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the City and the Contractor. If the conflict cannot be resolved to the satisfaction of the City, the City reserves the right to procure these items/services from other vendors with an appropriate reduction to the Contractor's fee(s).

PART IV - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 06/09 (GC) are included and made a part of this RFP.

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

04. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

05. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

06. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

07. CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the City in connection with all Proposer's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

08. CONTRACT PERIOD

The initial contract term shall commence upon date of contract execution by both parties, and shall expire two years from that date. The City reserves the right to extend the contract for two, additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager. The extension period shall not extend for more than ninety- (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

09. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

10. PRICING

All pricing should be identified on Proposal Summary - Financial. No additional costs may be accepted, other than the costs stated on the Proposal pages.

Contractor must quote a firm, fixed annual price for all services stated in the RFP, which includes any travel associated with this contract.

11. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within thirty- (30) days after receipt of an invoice acceptable to the City, in accordance to Florida Statute, Florida Prompt payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

12. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (two years). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety-(90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

13. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

14. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option. **The City may choose to award to one or more than one contractor for these services.**

While this contract is for services provided to the City's departments through the City Manager's Office. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

15. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

16. ADDITIONAL ITEMS/SERVICES

The City may require additional items/services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method, which is the same, or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

17. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

19. SUBCONTRACTING

The use of subcontractors will not be allowed by the primary contractor, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide all services required.

20. PROHIBITION OF INTEREST

No contract will be awarded to a Proposer who has current City elected officials, officers, or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposer must disclose all such current or prior affiliations. Failure to disclose any such affiliation will result in disqualification of the Proposer.

21. INSURANCE

The contractor shall furnish proof of Professional Liability (Errors & Omissions) Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required.

Professional Liability (Errors & Omissions)

Consultants

Limits: \$1,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

22. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

23. AUDIT

The City reserves the right for its internal auditor or appropriate representative to review ONLY those records pertaining to any contract awarded as a result of these documents and determine if the terms, conditions and specifications of the contract are being followed and if prices charged comply with the contract. The Contractor should retain these records for three (3) three years following the contract expiration or termination.

24. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

25. INDEMNITY/HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to this bidding process. Without limiting the foregoing, any and all such claims, suits, or other defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

26. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/documents/lobbyistDocs/lobbyistord1009.pdf>.

PART V - CONSIDERATION FOR AWARD / AWARD PROCEDURES

Award of the contract will be based on certain objective and subjective considerations listed below: The City will evaluate all proposals in accordance with the criteria stated in the RFP specifications.

<u>Evaluation Criteria</u>	Assigned Points (Weighted Factor)
1. Understanding of the overall needs of the City and Proposer's approach as presented in the narrative technical proposal.	25%
2. Experience and qualifications of firm and all persons designated for the project (include resumes, education, professional experience, and training information) and facilities and resources. Professional legal expertise and client references shall be an integral part of this criteria.	25%
3. Proposer's demonstrated past performance; workload and availability to the City; additional information pertaining to capacity of the Proposer; Successes you firm has had for clients in the past three years.	20%
4. Cost to the City: Firm fixed Annual Fee	30%

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. The committee will evaluate all responsive proposals received from proposers who meet or exceed the eligibility requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted and a possible inspection of the Proposers facilities, equipment, record keeping procedures, and staff. Proposers or Finalists may be required to provide an oral presentation by appearing before then Evaluation Committee for clarification purposes only.

The evaluation committee, at its sole discretion, may shortlist firms and decides if site visitations and or oral presentations are required. As such, the initial Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide. If Oral presentations and or site visits are deemed necessary, the selection process will be conducted in two steps. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee may then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

PART VI - REQUIREMENTS OF THE PROPOSAL

Submission of a Proposal:

Sealed proposal responses shall be submitted to the Procurement Services Department, City of Fort Lauderdale, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, as stated in PART II – RFP Schedule. The time of receipt of the proposal will be based on the time kept in the Procurement Services Department. Proposals are to be labeled RFP # 195-10353. Delivery of the proposals to the City's mailroom or to any other location other than the Procurement Services Department is not considered to meet the requirements for delivery. It is the sole responsibility of the proposer to assure that the proposal is delivered according to the terms of this section. **No copies of the response to the RFP shall be submitted to any other office or department of the City.**

Proposers shall submit all costs in the formats specified on the Proposal Summary Forms included with this RFP. The proposer shall examine this RFP carefully. Ignorance of the requirements will not relieve the Consultant from liability and obligations under the Contract. The City shall not be liable for any costs incurred by proposers in responding to this RFP.

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a contractor to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

THE PROPOSAL SHALL BE SIGNED BY A REPRESENTATIVE WHO IS AUTHORIZED TO CONTRACTUALLY BIND THE CONTRACTOR.

**PROPOSERS MUST SUBMIT AN IDENTIFIED
ORIGINAL COPY PLUS SEVEN (7) COPY'S OF THE
PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS EIGHT (8) COPIES OF YOUR PROPOSAL

ALL PROPOSALS SHALL BE RECEIVED PRIOR TO 2:00 PM EST, DATE STATED IN PART II – RFP SCHEDULE TO:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, Florida 33301

ALL PROPOSALS MUST BE SUBMITTED IN A SEALED PACKAGE WITH THE RFP NUMBER, RFP TITLE AND DUE DATE CLEARLY MARKED ON THE OUTSIDE. IF MORE THAN ONE PACKAGE IS SUBMITTED THEY SHOULD BE MARKED 1 OF 2, ETC

PROPOSAL PAGES ARE AS FOLLOWS:

Technical Proposal

Proposal Summary Questionnaire

Proposal Summary – Financial Proposal Page

Attachments to your Proposal

Non-Collusion Statement

Bid/Proposal Signature Page

PROPOSAL SUMMARY PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used and attached to your RFP response. Please reference each issue, and present in the same order.

1. Understanding of the City's legislative, budgetary, and policy needs and your overall approach to meet those needs.

2. Experience of Proposer and team: Detail experience, qualifications, and past performance of the Proposer and all persons designated for City's lobbying (include resumes, education, professional experience, and training information) and facilities and resources. A history of your organization, including a current organization chart (if applicable), and any other appropriate descriptive information, which will be helpful in our evaluation of your qualifications and experience. Include the number of years you have provided state or federal lobbying services, and complete list of client references.

3. Detail your demonstrated past performance and workload for other clients. Also provide any additional information pertinent to your capability and resources to perform the RFP services. Proposer's demonstrated past performance; workload and availability to the City; additional information pertaining to capacity of the Proposer. Describe five major successes your firm has had for clients in the past five years.

PROPOSAL SUMMARY PAGES – QUESTIONNAIRE**1. Prior Experience:**

Number of years experience the proposer has had in providing lobbyist services?

_____years

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years?

- 2. What other Florida Cities and Counties does your firm represent? Who is your point of contact in those agencies, phone number, and how many years has your firm represented those firms?**
- 3. Please describe your existing relationships with State of Florida Local Legislative Delegation and with other key legislators and support staff. If additional space is needed, please include as an appendix to your proposal response?**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

Yes: _____ **NO:** _____

PROPOSAL SUMMARY - FINANCIAL PROPOSAL**ITEM DETAIL COSTS:****COST TO THE CITY - Overall Contract:**

I. Annual FIRM, FIXED TOTAL COST NOT TO EXCEED: \$ _____
(To be paid on a monthly basis)

For Information Purposes Only, please describe and detail all costs included in your firm fixed total cost. If additional space is needed, please include as an appendix to your RFP response, in accordance with the RFP specifications:

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is required that bids/proposals be submitted by mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by:

(signature)

(date)

Name (printed):

Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address:

City:

State:

Zip:

Telephone No.:

FAX No.:

E-MAIL:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03): Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No.

Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

Variances:

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**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II. DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
- BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP.
- BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
- CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
- The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III. BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service

meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107 Rev. 06/09



City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 195-10353
State Legislative Lobbyist Services

ISSUED: December 21, 2009

1) On Page 6, PART II – RFP Schedule, the following dates have been changed to read:

Last Date for Receipt of Questions of a Material Nature 2:00pm EST	01/13/10
Addendum Release (if required) 2:00pm EST	01/15/10
PROPOSALS DUE (Prior to 2:00 PM)	02/01/10
Evaluation Committee Review of proposals (Estimated Date)	02/10/10
Final Ranking and Oral Presentations – if required (Estimated Date)	02/26/10
Anticipated City Commission Award (Estimated Date)	03/16/10

All other terms, conditions, and specifications remain unchanged.

**This Addendum No. 1 SHOULD be submitted with your RFP Proposal,
(RFP 195-10353)**

Michael Walker, CPPB
Procurement and Contracts Manager

Company
Name: _____
(please print)

Authorized Contractors
Signature: _____

Date: _____



City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFP 195-10353 State Legislative Lobbyist Services

ISSUED: December 22, 2009

1) The General Conditions below, were originally missing in RFP 195-10353 when released, and have being added and made part of the RFP contract 195-10353, as stated below.

City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.



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- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 - REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 - BID – a price and terms quote received in response to an ITB.
 - PROPOSAL – a proposal received in response to an RFP.
 - BIDDER – Person or firm submitting a Bid.
 - PROPOSER – Person or firm submitting a Proposal.
 - RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 - RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 - FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 - SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.



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CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.



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- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether



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the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.



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- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits; or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.



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- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

All other terms, conditions, and specifications remain unchanged.

**This Addendum No. 2 SHOULD be submitted with your RFP Proposal,
(RFP 195-10353)**



City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

Michael Walker, CPPB
Procurement and Contracts Manager

Company

Name: _____
(please print)

Authorized Contractors

Signature: _____

Date: _____



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ADDENDUM NO. 3

**RFP 195-10353
State Legislative Lobbyist Services**

ISSUED: January 22, 2010

PART IV – SPECIAL CONDITIONS, Item 19. SUBCONTRACTING, is being deleted and replaced with the following:

19. SUBCONTRACTORS

The Contractor must be capable of performing all the services as contained in the bid specifications. If the Bidder intends to use sub-contractors in the performance of these services, bidder shall submit complete information on all proposed sub-contractors as a part of the bid response. The same qualification requirements, and all other terms and conditions of the bid shall also apply to the sub-contractor. The City reserves the right to approve or disapprove any sub-contractor proposed. Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's sub-contractors.

All other terms, conditions, and specifications remain unchanged.

This Addendum No. 3 should be submitted with your RFP Proposal, (RFP 195-10353)

Michael Walker, CPPB
Procurement and Contracts Manager

Company
Name: _____
(Please print)

Authorized Contractors
Signature: _____

Date: _____

Question and Answers for Bid #195-10353 - State Legislative Lobbyist Services

OVERALL BID QUESTIONS

Question 1

My question concerns Item 03. of Part III-Scope of Services. Paragraph d. references working with "the Florida delegation" to ensure their understanding and support, etc. etc. Typically a reference to the "Florida delegation" encompasses the U. S. Congress; are you referring to the U. S. Senate and House of Representatives or to the Florida Senate and House of Representatives? **(Submitted: Dec 16, 2009 4:29:57 PM EST)**

Answer

- The City is only referring to the State of Florida Executive Branch and administrative offices - Florida Senate and House of Representatives. **(Answered: Dec 18, 2009 10:48:52 AM EST)**

Question 2

Will there be points for minority contractors. How would they need to be registered to have status considered ? **(Submitted: Dec 18, 2009 1:57:40 PM EST)**

Answer

- There are no points given to minority contractors. All vendors are evaluated on their experience, qualifications etc. as stated in the RFP document. **(Answered: Dec 18, 2009 3:27:07 PM EST)**

Question 3

The RFP specifies that sub-contracting is not permissible unless specifically approved by the City of Ft. Lauderdale. However, is a proposal submitted as a joint venture between two consulting firms permissible? **(Submitted: Jan 11, 2010 2:59:59 PM EST)**

Answer

- The City has released an Addendum No. 1 date 01/22/10, which deletes Item 19 Subcontractors, under PART IV - Special Conditions and replaces it with new language, which does permit Subcontractors, as stated in Addendum No. 1. **(Answered: Jan 22, 2010 2:43:01 PM EST)**

- Correction - Addendum No. 3 dated 01/22/10 has the change relating to Subcontractors, Not Addendum No. 1. **(Answered: Jan 22, 2010 2:49:39 PM EST)**

CITY OF DANIA BEACH, FL
Fiscal Year 2012 Federal Appropriations Requests
DRAFT

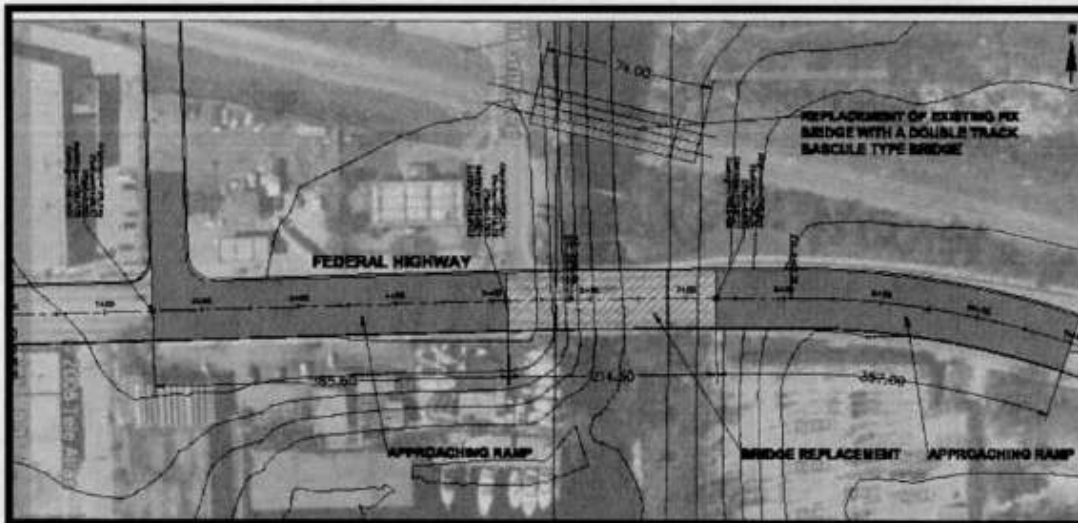
1.) Dania Beach Bridge Replacement Project

In the State of Florida, the economic impact of the marine industry is approximately \$18.6 billion dollars and employs approximately 220,000 people. In Broward County, the direct, indirect and induced impacts of the marine industry have accounted for an economic impact of more than \$10.6 billion dollars and created more than 134,000 jobs.

Due to the diminishing number of waterfront parcels suitable for marine industry development, South Florida continues to lose boat manufacturers and related marine industry uses to others. The City of Dania Beach, which is located in Broward County, has created one of the most ambitious marine industry expansion plans in recent memory in order to stem the tide of the loss of valuable waterfront parcels.

The City's plan calls for the reconstruction of two major bridges over the Dania Cut Off Canal, including the US-1 Bridge and the Florida East Coast Railway Bridge. These bridges would be replaced by either a drawbridge or a fixed bridge with a minimum height of 22 feet. These existing bridges have been an impediment to marine industry expansion because their 12-foot heights prevented most boats over 26 feet from traveling east-west along the canal. Additionally, these bridges also present a very real safety hazard to the small boaters who currently sail on the canal; the bridges are very narrow which means that water is also higher on one side than the other. Boaters have to be very careful in order to not have their boat hit against the base of the bridge. This is not only a dangerous navigational scenario but a dangerous transportation scenario for the vehicles that use the roadway above.

In conjunction with the realignment of certain roadways in order to place more land directly on the waterways and the reconstruction of two smaller bridges, this project is projected to create approximately \$1.5 billion dollars in yearly economic and wage impacts over the next 10-15 years and create 4,000-6,000 new high-paying jobs during that same time period.



2.) Dania Beach Stormwater Infrastructure Improvement Project

Several rain events over the last decade have caused major damage to property in residential neighborhoods throughout the City. Dania Beach was the first city in Broward County, as such; its infrastructure is old and requires upgrading. The land use since the founding of Dania Beach in 1904 did not plan adequately to handle storm water runoff and the conditions have been made worse with subsequent development. The City is planning to address storm water in two areas of the City which are the southeast neighborhood and west griffin neighborhoods.

One project will address storm water drainage issues in the SE Section of the City between US-1 to the west and SE 5th Avenue to the east, Dania Beach Blvd. to the north and Sheridan Street to the south. Federal Highway (US-1) lacks a storm drainage system, subsequently; the runoff goes east into the SE Section.

This project will include storm water retention and treatment areas along SE 5th Avenue in an effort to lessen the impacts of runoff from the neighborhoods west of SE 5th Avenue. Retention/treatment areas will be constructed in conjunction with upstream storm water projects. The existing pump station at Meadowbrook Condominium Lake will be upgraded. The two pump stations along SE 5th Avenue will be removed and 3 new pump stations will be constructed along 3rd Avenue. The pumps will discharge to the east of SE 5th Avenue. The discharge to the east will require treatment/detention. This work has been coordinated with the new linear park along SE 5th Avenue. The estimated construction cost is \$3,000,000. Funding for engineering will be from City storm water fund, \$250,000 will be provided by FDOT for construction and City will investigate SRF for remaining construction cost.

The West Griffin Neighborhoods are bound by Griffin Road to the south and the Dania Cut-off Canal to the north. This area was unincorporated county land and lacked an

integrated drainage and waste water system. The Broward County has started sanitary sewer projects in these neighborhoods and it was the City's intention to design and construct the sanitary sewer improvements with storm water improvement. The financial situation of the city has not allowed for the go forward with storm water improvements. The estimated cost of installing a storm water system throughout the West Griffin Neighborhoods is \$15 million. The City will be using Community Development Grant Funds, at an estimated yearly allotment of \$225,000, which means addressing the project street by street rather than comprehensively.

Both storm water projects are important to maintain a clean environment. Dania Beach's storm water, if not adequately treated endangers environmental valuable wetlands and coral reef system off the coast.

3.) Dania Beach Sanitary Sewer Lift Station Improvement Project

The City of Dania Beach is the first city of Broward County, as such, its infrastructure is requires replacing. The waste water system as it was originally designed flowed north under gravity to the City's treatment plant. As that plant became obsolete, the City entered into an inter-local agreement for waste water processing with the City of Hollywood, it adjacent neighbor to the south. Lift station became necessary, now those stations are in need of replacement.

There are 16 lift stations in the city. Six are older stations in need of major refurbishment. Several should have back-up power, which none had. Design services and construction was completed for Phase 1(L.S. 1, 2, 3, 6, & 7) FY2009. Design services for Phase two is complete. Construction for Phase 2 will start FY 2010. These lift stations also need better means to operate, control and monitor operations. Therefore, telemetry will be installed after all lift stations have been rehabilitated. Phase 2 involves refurbishment of Lift Stations 4, 5, 8, 9, 10 and a separate contract for L.S. 15. Construction cost is estimated at \$1,300,000. The remaining stations are smaller and will follow as Phase 3. Construction cost is estimated at \$700,000. The new equipment should have better efficiency. With growth, no significant change in operations should be noted.

Funding for this project is expected to borne by the rate payers of Dania Beach, many of which overburdened with an ever increasing property taxes and water charges.

This project is important for the health of the residents of Dania Beach and Broward County. If sanitary system fails, it then spills into environmentally sensitive wetland areas. The new equipment is more efficient, thereby decreasing county's dependence on foreign fuel prices.

4.) Dania Beach Renewable Energy/Conversion Project

After several hurricanes in 2006, Florida Power and Electric told the City of Dania Beach that it would take between 3-5 years before new street lights could be added or removed from municipal streets due to backlog of work. The City looked for alternative methods of supplying much need street lights to newly annex neighborhoods.

The City of Dania Beach started the first Solar-Powered Street Lighting project in April 2007 and 121 units were installed by the June 2007. To date, the City has installed over 335 Solar-Powered Street Lights. Future plans include installing supplemental solar-powered lighting at intersections.

The solar array on each light contains three 85 Watt modules. Each array has the capability of generating 255 Watts. The average annual daily solar insolation recorded in South Florida is 4.92 kWh per day. To date, The City has installed 254 lights in Dania Beach this is 318.7 kWh per day or an average yearly generation of 116.3 million Watts. This would be sufficient to power an average City block or an average sized hospital. Current plan will install an additional 131 Solar-Powered Street Lights. That is an additional 60.0 million Watts per year in Renewable Energy Production.

Since the lights can be placed in any area without a concern for electric service, they are perfect for infill in areas where the lighting is inadequate, like alleyways where crime persists. Light fixtures are planned for the parks to provide safe areas during periods of electrical failure. After all infill lighting is completed, the City's plan is to install solar power lights at road intersections to provide light during periods of power failure. The pole and fixture are rated for 150 mile per hour winds.

